

STETSON UNIVERSITY

INDEPENDENT CONTRACTOR/CONSULTANT AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, by and between STETSON UNIVERSITY, INC., a Florida non-profit corporation, hereinafter referred to as "Stetson", and **Name** **of Third Party Liquor Vendor** whose Social Security Number or Federal I.D. Number is

_____, hereinafter referred to as "IC" and whereas Stetson desires the professional services of IC and IC is desirous of furnishing the services described herein upon the terms and conditions set forth in this agreement.

NOW THEREFORE, the parties hereto in consideration of the sums to be paid, together with the mutual promises, terms and provisions of this agreement, do hereby covenant and agree with each other as follows:

1. That IC will render for the use and benefit of Stetson, the following described professional services in accordance with the terms and provisions of this agreement, more particularly described in Exhibit 1, which is hereby made a part of this contract.
2. In further consideration of the professional services to be performed by IC as stated herein, Stetson agrees to pay IC under the terms outlined in Exhibit 2, hereby made a part of this contract.
3. IC agrees that it will be solely liable for and promptly pay any and all payroll taxes, self employment tax, withholding, Social Security, permits, licenses for itself and its employees, and further IC will be solely responsible for its employees, including the disciplining, training, hiring, and firing of its employees and agrees that IC will hold Stetson harmless and indemnify it from any causes of action resulting from the conduct of IC or its employees.
 - A. The parties further expressly agree that neither Federal, State nor Local Taxes of any kind shall be withheld or paid by Stetson on behalf of IC or the employees of IC, and IC and its employees shall not be treated as any employee of Stetson with respect to the services performed hereunder for Federal or State Tax purposes.
 - B. IC acknowledges and understand that IC is responsible to pay according to law, IC's income tax and in the event IC is not a corporation, IC may be liable for self employment and other such taxes to be paid by IC according to law.
4. That this contract shall be construed and interpreted in accordance with the Laws of the State of Florida, and in the event of any legal action initiated or filed by either of the parties hereto, that the venue of said cause of action will be Volusia County, Florida, and the prevailing party shall be entitled to recover a reasonable attorney's fee and costs from the other party.

5. Each of the parties hereto acknowledge and represent to each other, that the persons executing this agreement on behalf of the respective parties is authorized to sign this agreement .
6. This agreement may not be assigned in whole or in part by IC except by written consent from Stetson.
7. Time is of the essence as to the performance of the parties in accordance with the terms of this agreement.
8. In the event IC fails to fulfill its obligations timely and properly, or violates any provisions hereof, Stetson may terminate this agreement and IC shall remain liable to Stetson for any damages sustained by Stetson resulting from IC's breach of this agreement, and further all work product of IC related to and developed during the term of this contract, shall be exclusive property of Stetson and IC shall forthwith deliver to Stetson all such work product upon Stetson serving a copy of Written Notice to Produce.
9. Stetson shall not be liable to IC for any expenses paid or incurred by IC unless otherwise agreed in writing with Stetson and IC shall supply at IC's sole expense, all equipment, tools, materials, and/or supplies of any type whatsoever to accomplish the job agreed to be performed by IC, except where the parties have mutually agreed in writing to any change in the foregoing.
10. IC acknowledges that it might have access to, or be exposed to confidential information of Stetson which may include, but not limited to; social security numbers, addresses, telephone numbers, files, correspondence, health or personal information, as well as conversations, electronic records, emails, data bases and recordings. IC acknowledges that disclosure of such information could cause irreparable harm or damage to Stetson, its employees and/or students. IC agrees that it shall keep confidential and not disclose any information acquired from Stetson, its officers, Board of Trustees, employees, agents, representatives in connection with this agreement, and any such information shall only be used in the performance of services as set forth herein and for no other purpose. IC acknowledges and agrees that its obligation to maintain confidentiality does not expire and remains in effect even after agreement for services has expired.
11. The parties acknowledge that IC is engaged in IC's own independently established business and IC is not eligible and shall not participate in any employee pension held or other fringe benefit plan of Stetson.
12. No Workers Compensation Insurance or Unemployment Compensation Insurance shall be provided by Stetson concerning IC or the employees, agents or contractors of IC, and IC shall comply with all such requirements and shall provide to Stetson a certificate of IC's obligation to pay for any and all Workers Compensation and Unemployment Compensation Insurance.
13. Except for the indemnification Term# 19, this agreement shall terminate on _____, or upon final execution of IC's contracted services as set forth in Exhibit I and mutually agreed upon, not to extend beyond one year of the contract date.
14. The parties hereto agree that with reasonable cause, either party may terminate this agreement effective immediately upon the giving of written notice of termination for cause and that reasonable cause shall include:
 - A. Material violation of the agreement.
 - B. Any act exposing the other party to liability to others for personal injury or property damage.
 - C. Failure of either party to exercise any of its rights under this agreement for a breach thereof shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.

15. IC acknowledges that it has no authority to enter into contracts or agreements or commitments of any kind on behalf of Stetson without first obtaining written consent from Stetson and the parties agree that this agreement does not create a partnership between the parties.
16. IC declares that IC has complied with all Federal, State and Local laws regarding business permits, certificates, licenses that may be required to perform and carry out the work to be performed under this agreement.
17. Any notice given in connection with this agreement shall be given in writing and shall be delivered either by hand to the party or by certified mail, return receipt requested, to the party at the party's address as stated herein. Any party may change its address stated herein by giving written notice of the change in accordance with this paragraph.
18. Stetson is an Equal Opportunity Employer and is committed to recruit, employ and promote personnel without regard to race, color, sex, age, religion, marital status, national origin, or disability, in compliance with Federal and State Statutes and Regulations that pertain to non-discrimination.
19. In further consideration, the sufficiency and receipt thereof being hereby acknowledged, IC hereby agrees to assume all liability, including products liability, jointly and severally, for any injuries or damages that IC or its employees may cause to any persons or property during IC's use of and visit to Stetson's campus and/or while IC is engaged in the activities described herein, and in further consideration, IC hereby releases Stetson, its Board of Trustees, Officers, Staff, Employees, Agents and all others affiliated with Stetson for any and all liability claims for injuries or damages that IC or its employees may suffer during use and visits to Stetson's campus or while engaged in activities described herein. IC further agrees to indemnify and hold harmless Stetson, its Board of Trustees, Officers, Staff, Employees, and Agents and all others affiliated with Stetson from any actions, claims, causes of action brought against Stetson and the aforementioned by any persons, firms or corporations as a result of IC's and its employees' actions and/or activities as described herein and above.
20. In addition, IC agrees to provide to the University a certificate of insurance** **showing proof of current General Liability coverage** with minimum limits of \$1,000,000/\$2,000,000 (to include bodily injury, broad form property damage, personal injury, blanket contractual liability, and products & completed operations) and **Liquor Liability coverage**. **Certificate of Insurance should also name Stetson University, Inc. as an additional insured in respect to liability and the activities described hereinabove.**
 - 20 a. If IC is not considered to have a workers compensation 'exempt' status according to Fla. state statutes, or if IC is performing construction, building repair or maintenance services, or IC's services require labor intensive physical activities, then IC must also provide a certificate of insurance showing proof of current WC coverage as required by Florida state statutes.
21. This agreement shall constitute the entire agreement of the parties and in the event any part of this agreement shall be held unenforceable, the rest of said agreement shall nevertheless remain in full force and effect.
22. This agreement may be supplemented, amended or revised only in writing by agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have authorized their official representatives to execute this document in such counterparts as deemed appropriate and on the date as shown herein.

Dated this ____ day of _____, 20

Dated this ____ day of _____, 20

STETSON UNIVERSITY, INC
421 North Woodland Boulevard, Unit 8318
DeLand, Florida 32723

INDEPENDENT CONTRACTOR
Name & Address:

Executed By:

Executed By:

Signature of Finance Office Representative

(Signature)

(Printed Name)

(Printed Name)

(Title)

(Title)

Email: _____

Requesting Dept: _____ Contact Name: _____

Unit # _____ Phone: _____ Email: _____

NOTE: Please do not alter or cross out any terms of this agreement- Add note to request modifications on the attached Addendum sheet. **Agreements should be submitted at least 2 weeks prior to commencement of services to allow for approval process.**

COI Rec'd: _____ Add'l Insured _____

Name of Consultant/Independent Contractor: _____

EXHIBIT 1

Services to be rendered: Event Alcohol provider and servers/bartending services

The following described professional services to be rendered include but are not limited to:

(Describe specific services to be performed for compensation)

IC will provide catering, alcoholic beverage service and/or supplies and bartending/serving duties for various on-campus functions throughout the year. Services may include catering, bartending & alcoholic beverage service for various Stetson events off-campus as well. IC will be providing and paying their own bartenders who have received adequate training in alcohol serving to include ID/lawful age checking for consumption of alcohol and will determine at their discretion whether or not to serve alcohol to a patron due to age or over-consumption of alcohol.

(Please use the following Addendum Page if additional space is needed or to include any additions or modification requests to the agreement for consideration)

Check here if Addendum page is being used _____.

EXHIBIT 2

Payment Consideration:

Corresponding with the services rendered as described above, IC will submit an Invoice for payment as agreed upon below. Invoice should be submitted to the applicable department for review and approval prior to submitting invoice and/or check requisition to the Finance Office for payment. IC invoice and/or check requisition should include dates of services showing breakdown of services rendered. Agreed upon payment is as follows:

One Pay/ Lump Sum: _____

Amount per Service Hours: _____

Amount per Day: _____ Amount per Week: _____ Amount per Month _____

Amount per each service as follows:

Service: _____ Fee: _____

Service: _____ Fee: _____

Other Type of Payment Structure: **Example:** To be Invoiced for services and supplies rendered as needed and consumed upon conclusion of each event

Check Here if Payment Arrangements are in Addendum Page or Attached: _____ **(To Be Invoiced)**

Note to Dept: Please complete the agreement and submit to Consultant for signature along with the W-9/Vendor Form(at Finance Office website: <http://www.stetson.edu/administration/finance/forms.php>)
Upon return from Consultant, please forward all forms to Nita Ellis in the Finance Office for final signature. Copy of executed forms will be returned to you. Please send a copy to Consultant and keep copy for your files.
For Payments: Send check requisition to Nita Ellis, noting that the contract was completed and on file.

Nita Ellis Contact Info: Finance Office- Unit 8318 / Email: nellis@stetson.edu / Phone: 386-822-7023

**ADDENDUM
TO
CONSULTING/INDEPENDENT CONTRACTOR AGREEMENT
BETWEEN
STETSON UNIVERSITY, INC. AND _____.
(INDEPENDENT CONTRACTOR'S / Company NAME).**

Use this section to include additional information and details pertaining to IC Services or Payment Consideration:

Check Here if Info is attached Example: (Invoice to be submitted upon conclusion of each event)

Use This Section to Include Any Special requests:

Check Here if Special Requests are attached _____